



US Embassy Pristina

Date: 24 June 2013

To: Prospective Quoters

Subject: Request for Quotations number SKV42013Q0002

Enclosed is a Request for Quotations (RFQ) for Generator Installation. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

A site visit and project presentation has been scheduled for **July 1, 2013** at 1400 hrs at the International Village. Direct any questions regarding this solicitation in writing to Robin Clune, Contracting Officer, questions must be written in English and may be sent to fax number +381 38 5959 3901. You may also call on +381 38 5959 3000.

Sincerely,

Robin Clune  
Contracting Officer



REQUEST FOR QUOTATIONS  
(RFQ) NUMBER SKV42013Q0002

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- SF 1449 cover sheet  
Continuation To SF-1449, RFQ NUMBER SKV42013Q0002
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- SOW for generator installation at International village

## SECTION 1 - THE SCHEDULE

### SCHEDULE OF SUPPLIES/SERVICES (Block 20) DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### 1.0 GENERAL

The purpose of this procurement is to expediently install critical power equipment, in order to support American Embassy Pristina leased residences.

#### 1.1. DESCRIPTION

1.1.1 Install the equipment provided, as per Appendix I – Generator, including: prime power, directly coupled shaft, engine generator sets. These units shall be configured to consist of a liquid cooled engine and a conventional alternator and an electronic governor.

1.1.2 Provide for integral automatic and manual operation from the selector switch: (1) automatic transfer switch (ATS) for each generator as described elsewhere in this specification. The system shall come on-line fully automatically, and on restoration of utility automatically re-transfers load to normal power, shuts down the generator and returns to readiness for another operating cycle. (2) Provision shall be made on the switch for a manual operation using the selector switch in the MANUAL position.

1.1.3 Prime and overload ratings shall meet requirements herein.

1.1.4 Install a three-position selector switch, as required in 2.3.2.

#### 1.2. REQUIREMENTS

1.2.1 The electric generating system consists of a prime mover, generator, electronic governor, couplings, and all controls, tested as a complete unit.

1.2.2 Conform to (USA) National Electrical Code (N.E.C.) and applicable inspection authorities.

1.2.3 Transfer switches shall be labeled under UL 1008.

#### 1.3 SUMMARY OF EQUIPMENT

1.3.1 Prime Power Rated Engine Generators (See Appendix I)

1.3.2 ATS within generator housing (provided) (See Appendix I)

1.3.3 Sound attenuated enclosure to 75 db

The list of required equipment and features shall apply to all gensets identified herein. Generator output power characteristics shall be 220/127, 60HZ, 3 phase and neutral, (4 Wire) except where otherwise stated.

## 2.0 ENGINE-GENERATOR SET

### 2.1 ENGINE SPECS

**The prime mover is a liquid cooled, diesel fuel, naturally aspirated engine of 6-cycle design, with six cylinders (provided). Vendor will provide a load bank prior to beginning of installation process in order to test the generator according to the equipment manufacturer's manuals.**

2.1.2 The engine is cooled with an integral, unit mounted radiator, fan, water pump, and closed coolant recovery system, which provides visual diagnostic means to determine if the system is operating with a normal engine coolant level. The radiator is designed for satisfactory operation in 110 Degrees Fahrenheit (44 degrees Celsius) ambient temperature.

2.1.3 The intake air filter (with replaceable element) shall be mounted on the unit. Full pressure lubrication shall be supplied by a positive displacement lube-oil pump. The engine shall have a replaceable oil filter with internal bypass and replaceable elements. Engine coolant and oil drain extension must be provided to outside the mounting base for cleaner and convenient engine servicing. A fan guard shall be installed for personnel safety.

2.1.4 The engine shall have a battery charging DC alternator with a transistorized voltage regulator. Remote 2-wire electric starting shall be accomplished by a solenoid shift electric starter.

2.1.5 Engine speed electronic governor shall have a frequency control, adjustable from zero to five percent droop, to maintain alternator frequency within five percent (across the range) from no load to full load. Steady state regulation shall be within plus or minus 0.33 percent.

2.1.6 The engine fuel system shall be designed for operation using No. 2 diesel fuel. A secondary fuel filter, water separator, manual fuel priming pump and fuel shut-off solenoid and all piping shall be installed on the unit.

2.1.7 Sensors shall be located on the engine for: low oil pressure shutdown, high coolant temperature shutdown, low coolant level shutdown, overspeed shutdown, and overcrank shutdown. These sensors shall be connected to the control panel using a wiring harness with the following features: wire number labeling on each end of the wire run for ease of identification, a molded rubber boot to cover the electrical connection on each sensor to prevent corrosion and all wiring to be run in flexible conduit for mechanical protection and environmental protection.

2.1.8 Jacket water heater

2.1.9 (Not Used)

2.1.10 Definitions - The following definitions apply for the purpose of this procurement and any resulting contract:

Continuous Load - A load in which maximum current is anticipated for three hours or more in accordance with the continuous duty cycle, as defined by NFPA-70. Continuous Duty Rating - A duty rating, equivalent to a load equal to one hundred percent of the genset nameplate rating for a duration of more than three hours.

Prime Rating - A duty rating, equivalent to seventy percent of the genset nameplate rating, for a continuous period of 12 hours. A prime rated generator is required to safely support the load, in the absence of city power, for an indefinite period. While it is recognized that over a 24 hour, operational load cycle, period the load variation may be considerable, this rating permits the maximum continuous load and duration to be addressed in the genset selection process.

Overload Rating - This is defined as satisfactory operation at a load of 110 percent of the nameplate rating, for a period of two hours.

## 2.2 ALTERNATOR SPECS

2.2.1 The alternator is a multi-pole revolving field type, wired for 380/220v, 3 phase, 50 HZ, 4 wire, with a brushless, static exciter. Generator is prime rated as shown in Appendix I. The stator shall be directly connected to the engine flywheel to ensure permanent alignment. The generator shall meet temperature rise standards for class "F" varnish and conform to MIL-I-24092, Type "M" class 155. All leads shall be extended into the AC connected panel. The alternator shall be protected by internal thermal overload protection and an automatic reset field circuit breaker. One step load acceptance shall be 100% of nameplate kW rating and meet the requirements of NFPA 110, paragraph 5-13.2.6.

2.2.2 The engine-generator set shall be so designed that voltage dip upon application of nameplate full load shall not exceed 12.5% with recovery to stable operation within 2 seconds. The generator set and regulator shall sustain at least 90% of no load voltage for 30 seconds with 250% of rated load at near zero power factor connected to its terminals.

2.2.3 The solid state voltage regulator shall control output voltage by varying the exciter magnetic field to provide plus or minus 1% regulation during stable load conditions. The regulator shall have a voltage droop characteristic of 4 volts per cycle to maximize motor starting capability in the event an extremely heavy load drops the output frequency. The frequency at which this droop operation begins shall be adjustable allowing the generator set to be properly matched to the load characteristics ensuring optimum system performance.

2.2.4 The voltage regulator shall contain a limiting circuit to prevent output voltage surges in excess of 110% of rated voltage during generator set operation. Installer will test and verify. On a loss of the sensing signal, the voltage regulator shall shutdown to prevent an overvoltage condition from occurring. A voltage regulator that can go into a full field condition is unacceptable. LED indication will be provided on the regulator to monitor the sensing (yellow), excitation (green), and

output circuit (red). A rheostat shall provide a minimum of plus or minus 10% voltage adjustment from the rated value.

2.2.5 A NEMA 1 panel shall be installed to be an integral part of the generator set shall be provided to allow the installer a convenient location in which to make electrical output connections. This panel shall have all phase, neutral and ground lugs included.

2.2.6 The engine generator set shall be mounted with vibration isolators on a welded steel base, which shall permit suitable mounting to any level surface.

## 2.3 GENERATOR CONTROLS

2.3.1 All engine, alternator controls and instrumentation shall be designed, built, wired, tested and shock mounted in a NEMA 1 enclosure to the engine-generator set by the manufacturer. It shall contain D.C. panel lighting and a fused circuit to protect the controls.

2.3.2 The engine-generator set shall contain a complete engine start-stop control, which starts the engine on closing contacts and stops the engine on opening contacts. An automatic preheat circuit that can also be operated in a manual mode shall be provided. A cyclic cranking limiter shall be provided to open the starting circuit, after eight attempts, if the engine has not started. Engine control modules shall be solid state plug-in type for high reliability and easy service. The engine controls shall also include a 3-position selector switch with the following positions: OFF/MANUAL/AUTO. A red annunciator lamp shall be energized when the switch is not in the automatic position.

2.3.3 Safety shutdown monitoring system shall include solid state engine monitor with individual lights and one common external alarm contact indicating the following conditions: Overcrank shutdown, Overspeed shutdown, High Coolant Temperature (Low Coolant Level shutdown), Low Oil Pressure shutdown. Monitoring system shall include lamp test switch for manual reset of tripped conditions. Engine RPM shall be monitored by an independent permanent magnetic sensor. The engine shall shutdown immediately and energize a LOSS-OF-RPM shutdown light in the event of a failure.

2.3.4 Engine instrumentation shall consist of an oil pressure gauge, coolant temperature gauge, D.C. ammeter and an engine run-hour-meter, located on the unit control panel. Alternator instrumentation shall include analog meters to indicate output voltage per phase; amperage per phase and generator output frequency.

2.3.5 A red light (labeled using silk screened black letters on the control panel), which becomes energized when a low fuel level is sensed in the base mounted tank.

2.3.6 A thermal-magnetic, UL listed, main-line, molded case circuit breaker shall be mounted in the generator terminal panel. Line side connections shall be made at the factory. A system utilizing a manual reset field circuit breaker and current transformers is unacceptable. **If generator is not delivered with this circuit breaker, installer will provide and install.**

## 2.4 MISCELLANEOUS EQUIPMENT

2.4.1 The following miscellaneous equipment has been provided as a part of this procurement action:

2.4.1.1 A sound attenuating enclosure: The engine-generator set shall be factory enclosed in a 12 gauge steel enclosure constructed with corner posts, coated with electrostatically applied zinc and finished with baked enamel paint. The installed equipment sound levels shall be no more than 75 db at 7 meters (maximum) when the unit is operated at full load, under rated ambient conditions. The enclosure shall have large, hinged doors to allow complete access to the engine, alternator and control panel. Each door shall be fitted with stainless steel, lockable hardware with two sets of identical keys.

2.4.1.2 (Not Used)

2.4.1.3 An automatic dual rate battery charger mounted inside the genset enclosure, in its own cabinet, shall be provided. The charger shall have 127 volt, single phase input. The automatic equalizer system shall monitor and limit the charge current to 10 amps. The output voltage is to be determined by the charge current rate. The charger shall have a maximum open circuit voltage of 35 volts and be protected against a reverse polarity connection.

2.4.1.4 A heavy duty, lead acid battery set shall be provided by the generator set manufacturer of adequate voltage and amperage capacity to start and operate the engine. Provide all intercell and connecting battery cables as required for complete installation. The battery shall be shipped in place fully charged with electrolyte.

2.4.1.5 (Not Used)

2.4.1.6 An integral skid type fuel tank has been provided with generator set to permit 12 hours of operation at full rated load.

## 3.0 AUTOMATIC TRANSFER SWITCH (ATS)

### 3.1 GENERAL

3.1.1 The automatic transfer switch has been furnished so as to maintain system compatibility and local service responsibility for the complete emergency power system. It is listed by Underwriter's Laboratory, Standard 1008, with circuit breaker protection afforded by the generator breaker. Wiring shall comply with NEC table 373-6. Installer will verify. The manufacturer will furnish complete schematic and wiring diagrams for the particular automatic transfer switch and a typical wiring diagram for the entire system showing all components, relays and part numbers. This ATS shall be an integral part of the generator set and be secured to the winterized enclosure. All wiring and connections to integrate the ATS into the generator output shall be made by the installer.

3.1.2. Installer will provide final wiring diagrams to USG after all work is completed.



## 3.2 ATS RATINGS & PERFORMANCE

3.2.1 The automatic transfer switch (ATS) shall be a 4 pole design, rated for full load, continuous operation and selected based on the equipment of Appendix I herein. The ATS rating shall be ambient temperatures of -20 Degrees Fahrenheit (-30 Degrees Celsius) to +140 Degrees Fahrenheit (+60 Degrees Celsius). Main power switch contact shall be rated to operate at 380/ 220 volts maximum unless otherwise specified herein. The transfer switch shall have a minimum withstand and closing rating of 100,000 amperes. The RMS symmetrical fault current ratings shall be the rating listed in the UL listing or component recognition procedures for the transfer switch.

## 3.3 ATS CONSTRUCTION

3.3.1 The transfer switch is double throw construction, positively electrically and mechanically interlocked to prevent simultaneous closing and mechanically held in both normal and emergency positions. Independent break before make action shall be used as protection to prevent dangerous source to source connections. The transfer switch shall be approved for manual operation. The electrical operating means shall be approved for manual operation. The electrical operating means shall be by electric solenoid. Every portion of the contactor is to be positively mechanically connected. No clutch or friction drive mechanism is allowed, and parts are to be kept to a minimum. This transfer switch shall not contain integral overcurrent devices in the main power circuit, including molded case circuit breakers or fuses.

3.3.2 The transfer switch electrical actuator shall have an independent disconnect means to disable the electrical operation during manual switching. Maximum electrical transfer time in either direction shall be 160 milliseconds, exclusive of time delays. Main switch contacts shall be high pressure silver alloy contacts to resist burning and pitting for long life operation.

3.3.3 There should be one Single Pole Double Throw, 10 ampere, 250 volt auxiliary contacts on both normal and emergency sides, operated by the transfer switch. Full rated neutral bar with lugs for normal, emergency and load conductors should be provided inside the cabinet.

## 3.4 CONTROL EQUIPMENT

3.4.1 All control equipment shall be mounted on the inside of the cabinet door in a metal lockable enclosure with transparent safety shield to protect all solid state circuit boards. This will allow for ease of service access when main cabinet lockable door is open, but prevent access by unauthorized personnel. Control boards shall have installed cover plates to avoid shock hazard while making control adjustments. The solid state voltage sensors and time delay modules shall be plug-in circuit boards with silver or gold contacts for ease of service.

3.4.2 A solid state under-voltage sensor shall monitor each phase of the normal source and provide adjustable ranges for field adjustments for specific applications needs. Pick-up and drop-out settings shall be adjustable from a minimum of 70% to a maximum of 95% of nominal voltage. The utility input voltage shall be stepped down to 24VAC for safety and reliability.

3.4.3 Signal the engine-generator set to start in the event of a power interruption. A set of contacts shall close to start the engine and open for engine shutdown. An adjustable, solid state time delay start (1 to 180 seconds) shall delay this signal to avoid nuisance start-ups on momentary voltage dips or power outages.

3.4.4 Transfer the load to the engine-generator set after it reaches proper voltage (80%) and frequency (80%). A solid state time delay (30 seconds) shall delay this transfer to allow the engine-generator to warm-up before application of load. There shall be a switch to bypass this warm-up timer when immediate transfer is required.

3.4.5 Retransfer the load to the line after normal power restoration. A return to utility timer (5-10 minutes) shall delay this transfer to avoid short term normal power restoration.

3.4.6 The operating power for transfer and retransfer shall be obtained from the source to which the load is being transferred. Controls shall provide an automatic retransfer of the load from emergency to normal if the emergency source fails with the normal source available.

3.4.7 Signal the engine-generator to stop after the load re-transfers to normal. An adjustable, solid state engine cool-down timer (3-10 minutes) shall permit the engine to run unloaded to cool-down before shutdown.

3.4.8 (not used)

3.4.9 A solid state plant exercise clock is provided to set the day and time of generator set exercise period. Clock shall have a seven days, 24 hour programmable clock powered from the load side of the transfer switch. A 150 hour internal battery shall be supplied to maintain the circuit board settings when the load side of the transfer switch is de-energized. Include a switch to select if the load will transfer to the engine-generator set during the exercise period.

3.4.10 The transfer switch has a time delay neutral feature to provide a time delay (5 seconds) during the transfer in either direction during which time the load is isolated from both power sources. This allows residual voltage components of motors or other conductive loads (such as transformers) to decay before completing the switching cycle. A switch will be provided to bypass this feature when immediate transfer is required.

3.4.11 Front mounted controls include a selector switch to provide for a NORMAL TEST mode with full use of time delays, FAST TEST mode which bypasses all time delays to allow for testing the entire system in less than one minute, or AUTOMATIC mode to set the system for normal operation.

3.4.12 Colored indicator lamps to be energized when the transfer switch position is in either UTILITY (white) or EMERGENCY (red). A third lamp is to be provided to indicate STANDBY OPERATING (amber). These lights shall be energized from utility or the engine-generator set.

3.4.13 Provide manual operating handle to allow for manual transfer. This handle shall be mounted inside the lockable enclosure so accessible only by authorized personnel.

3.4.14 **Installer will test and verify** the safety disconnect switch to prevent load transfer and automatic engine start while performing maintenance. This switch will also be used for manual transfer switch operation.

3.4.15 **Installer will test and verify** that LED status lights give a visual readout of the operating sequence. This shall include: utility on, engine warm up, engine warm up bypass, standby voltage "ready", standby frequency "ready", standby on, transfer to standby, return to utility, engine cool-down, engine minimum run and fast test mode.

### 3.5 MISCELLANEOUS ATS EQUIPMENT

3.5.1 The transfer switch mechanism and controls shall be mounted in a NEMA 1 enclosure, rated for indoor installations.

3.6 (Not Used )

### 4.0 MISCELLANEOUS

4.1 (Not Used)

4.2 (Not Used)

### 4.3 SUBMITTALS

4.3.1 USG will provide to winning bidder a complete set of Engineering Submittals for use in completion of this project, showing all components, in addition to the engine, generator and automatic transfer switch. Submittals shall include complete system interconnection wiring diagrams and manufacturer's warranty form indicating compliance with these specifications.

4.4 (Not Used)

### 4.5 FIELD SERVICE

4.1 Semi-Annual check and service. Installer will check on a semi-annual basis all installed panels, check wiring, distribution boxes, etc for degradation or wear, and provide a full report of results. Installer will provide replacement elements at market price after initial warranty period of 2 years. Within initial 2-year warranty period, replacements will be made at no cost to USG. Replacement elements will be of same or better quality than those accepted at time of initial installation. COR for maintenance work will verify.

At the semi-annual check and service, all normal maintenance will be performed at market price after initial warranty period of 2 years. Within initial 2-year warranty period, maintenance will be

performed at no cost to USG. This may include, but is not limited to, manufacturer defect of parts provided by installer, unusual wear and tear, or performance issues caused by poor labor practices.

#### 4.6 WARRANTY

The offeror shall provide a two-year warranty on parts and labor, which starts from the date the installation is accepted in writing by the USG. This requirement shall not modify or change the standard contract warranty agreement.

#### 5.0 APPENDIX I

Detailed statement of work is attached and hereby made part of this contract. It provides all requirements for the installation of the generator, ATS, distribution panels and cabling/wiring and fuel tank as noted in this contract.

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).  
FAR 52.212-4 ADDENDA –“none”

### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (JAN 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

\_\_\_ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).

\_\_\_ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

\_\_\_ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (11) [Reserved]

\_\_\_ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

\_\_\_ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).

\_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).

\_\_\_ (iv) Alternate III (Jul 2010) of [52.219-9](#).

\_\_\_ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).

\_\_\_ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

\_\_\_ (18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_\_ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).

\_\_\_ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

\_\_\_ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).

\_\_\_ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).

\_\_\_ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).

\_\_\_ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

- \_\_\_ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- \_\_\_ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- \_\_\_ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_\_ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (34) [52.222-54](#), Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_\_ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- \_\_\_ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- \_\_\_ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (Mar 2012) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (Mar 2012) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (Nov 2012) of [52.225-3](#).
- \_\_\_ (41) [52.225-5](#), Trade Agreements (NOV 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_\_ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

— (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

— (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

— (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

— (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

— (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

— (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

— (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

— (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

— (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), *et seq.*).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

— (7) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

— (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.



(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_\_Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JUL 2012).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## **ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR clauses.

The following Federal Acquisition Regulation clauses are incorporated by reference:

Clause	Title and Date
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The following FAR clause is provided in full text:

### **52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012) (DEVIATION)**

*(a) Definitions.* As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the **SAM** database;

(2) The Contractor's CAGE code is in the **SAM** database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record

"Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the **SAM** database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION)  
(AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and two (2) copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

**For FMO**

U.S. Embassy Pristina  
Nazim Hikmet 30  
Pristina 10000  
Republic of Kosovo

***The FMO will log in receipt of invoices and forward to the COR who will review and approve***

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Facility Management Supervisor, who will appoint Technical Monitors at site.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract;  
and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

**652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)**

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.



## SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1 None

### ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

Clause	Title and Date
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

**52.225-25** Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (Dec 2012)

The following DOSAR provision is provided in full text:

#### 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Management Officer at U.S. Embassy Pristina. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

## SECTION 3 - PROPOSAL PREPARATION INSTRUCTIONS

### 6.1 General

### 6.2 Specific Requirements:

6.2.1 This solicitation incorporates the FAR provision 52.212-1, "Instructions to Offerors - Commercial Items.

The following Federal Acquisition Regulation clauses are incorporated in full text:

#### 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as response to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: (809) 685-9019.
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-
  - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
  - (2) The method and time for resubmission shall be prescribed by the Contracting Office after consultation with the offeror; and
  - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

**Note to bidder/offeror: If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.**

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<b>Category</b>	<b>Yes/No</b>	<b>Number</b>
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Kosovo

- ☒ Workers' compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(End of provision)

#### **SECTION 4 - EVALUATION FACTORS**

Award will be made to the lowest priced, acceptable, responsible quoter, which can meet the equipment availability, delivery and shipping requirements herein. Quotes shall include a completed solicitation. Provide manufacturers technical specifications and information on the generator sets, transfer switches and associated components, listed in Table I.

Unit Prices for generator, transfer switch, spare parts kit and trailer shall be listed.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in Prices - Continuation of SF-1449, block 23 or applicable page of this Solicitation, and arriving at

a grand total, including all line items. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFP. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- \* equipment availability and delivery schedule;
- \* adequate financial resources or the ability to obtain them;
- \* ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- \* satisfactory record of integrity and business ethics;
- \* necessary organization, experience, and skills or the ability to obtain them;
- \* necessary equipment and facilities or the ability to obtain them; and
- \* be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provision is provided in full text:

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers;  
otherwise
  - (2) On the date specified for receipt of proposal revisions.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 Offeror Representations and Certifications—Commercial Items (DEC 2012).

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education;

or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).



“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:\_\_\_\_\_

(10) [*Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies

with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide

the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

_____
_____
_____

*[List as necessary]*

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

**Line Item No.    Country of Origin**


[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.



(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this

contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

**ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR AND  
DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following DOSAR provision is provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

## APPENDIX I

### SOW for generator installation at International village

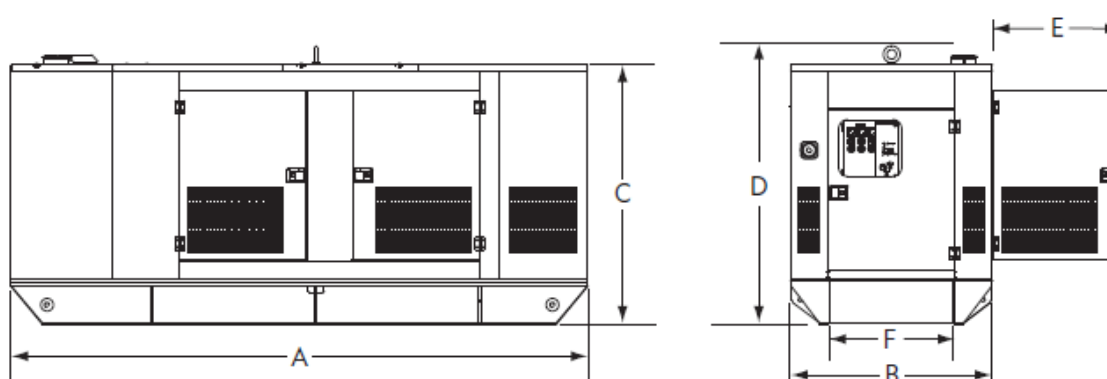
Aim of this project is to install a 450kva generator and connect to multiple residences at the International Village for the purpose of providing backup power supply for USEP residents.

#### Part I – Installation of Generator

1. Vendor is requested to provide materials needed for generator and fuel tank installation at International village.

DIMENSIONS AND WEIGHTS - Olympian generator								
Generator Set Model	A: mm(in)	B: mm(in)	C: mm(in)	D: mm(in)	E*: mm(in)	F: mm(in)	Fuel Capacity: l (US gal)	Weight: kg (lb)
GEP450-3	4760 (179.7)	1620 (63.0)	2135 (80.7)	2231 (87.8)	1007 (39.8)	1107 (43.6)	877 (232)	4580 (10097)

\*Clearance required both sides.



Generator and ATS 630 Amp (ATI 630) with 8 Transfer panels (min 60A) will be provided from USEP.

2. *Vendor is responsible for transporting generator from USEP warehouse in Fushe Kosovo to designated generator room in International village in periphery of Prishtina City. Vendor is responsible for putting generator inside generator housing at designated location specified in the Dwg. 4 with letter "G".*
  - a. Distance from Warehouse to specified location is approximately 20 Kilometers (KM).
  - b. It may be necessary for vendor to cut space out of the front of the generator housing to fit generator inside building. Any such cutting will be done while maintaining a pleasing appearance to the front of the generator housing. Vendor will clean and clear away any debris or mess created by the work.

- c. Generator must have minimum 3.5 square meters incoming and outgoing air flow around it when completely installed.
3. Vendor is responsible for supplying and installing all needed materials to construct proper ventilation for incoming and outgoing air. Vendor is responsible to extend exhaust pipe to outside area, and this extension must be done in a professional manner in order not to create back pressure to the generator engine. Pipe shall be directed so as to not allow smoke to blow into nearby houses.
4. Vendor is responsible for supply and installation of 3000 liter underground fuel tank. Fuel tank must have double walls, must have level gauge and must have installed leak detection system. Tank is to be installed in such a way that a fuel truck can easily access for filling, and with the shortest possible distance between tank and wall of generator 'house.' The pipes are to be buried and secure to prevent fuel theft or tampering.
5. Vendor is responsible for completion of all electrical installations within generator room and fuel tank room (included and main cable for power supply from Int. Village and electrical meter for this area) details will be provided during site visit, vendor will be responsible for preparing all needed documents for submitting request for meter registration to local utility company called KEK.
6. Vendor is responsible to bring and install water supply infrastructure for generator room (due to maintenance needs).
7. Vendor is responsible for supply and installation of all materials needed for Lightning protection installation for generator and Fuel tank room.

Dimensions of current generator room are:

Length: 7.48 meters

Width: 4.46 meters

Height: 2.95 meters

Dimensions of front door (double doors):

Width: 2.97 meters

Height: 2.45 meters

8. Vendor will supply materials and install generator grounding with FeZn 25X4mm tape or with copper pipes adequate for grounding with three grounding rods. After grounding vendor will measure and make sure the grounding value is within technical regulations ( $\leq 2\Omega$ ).
9. Generator and Automatic Transfer Switch (ATS) and eight (8) Residential Transfer Switches (RTS) will be provided by USEP; vendor will supply all materials needed to connect generator ATS panel to generator. ATS will be installed within generator housing.
10. Vendor is responsible for supply and installation of Main Distribution Box (MDB) Panel. This panel will serve as supply panel for both directions (both main supply cables) and for electrical supply for the generator from fuel tank room. \*

11. Vendor is responsible to supply and install all needed materials for wiring ATS with MDB. It is recommended that this connection be completed with P/f flexible cables (or use 2 parallel conductors of 185 mm<sup>2</sup> section for one line phase or neutral)
  12. Vendor is responsible for providing one-line diagram of all generator infrastructure, both electronic and a hard copy (size A-2) to be framed and hung on the generator room interior wall.
- \*MDB should be installed inside the generator room and this panel shall consist of following materials/devices:
    - Copper Buss bars with dimensions 50x5mm, for three phases, neutral and grounding.
    - Two (2) each 400 Amp, 3p, AS Circuit Breakers
    - Two (2) each 3x400 Amp Fuse disconnect devices
    - One (1) each 63 Amp, 3p, AS Circuit Breakers
    - One (1) each 3x63Amp Fuse disconnect devices
    - Set of Automatic circuit breakers 3x 32 Amps, B Type for Guard booth connection, marked in the drawing Dwg4 as (GB)
    - Multimeter
  - Panel should be weatherproof and should have key or padlock installed with 4 key copies provided.
  - Panel shall be grounded properly

## **Part II – Installation of Distribution Panels**

Vendor will install six (6) distribution panels throughout the International Village, as per Dwg 4a. Each panel is noted as “DP-X” (where X=the panel identification letter.) These panels should match as closely as possible the existing electrical panels already in place.



Vendor is responsible to determine dimensions of all Electrical Panels based on the type and model of devices that will be used. All exposed connections within panel will be covered with transparent plastic in order not to become a source of electrical hazard.

All Electrical Panels shall be labeled inside as in Dwg4, or as directed from USEP representative, and vendor will provide at least one (1) copy of one-line diagrams for each panel.



## Vendor Provided Parts/Supplies

1. All AS Circuit Breakers supplied will be either compact or modular compact circuit breakers.
2. All AS Circuit Breakers supplied will be 3 phase and high quality: ABB, Siemens, Merlin Gerin, Telemecanique, Schneider, Square D, are acceptable manufacturers.
3. All fuse disconnect devices will be ORS fuse disconnect device sets of “D” knife fuses.
4. All panels will have installed Multimeter devices that shows all voltages (L1-L2; L1-L3; L2-L3; L1-N; L2-N; L3-N; N-PE), and all currents  $I_{L1}$ ,  $I_{L2}$ ,  $I_{L3}$ ,  $I_N$ ,  $I_{PE}$ .
5. All panels should be weatherproof and should have key or padlock installed with 4 key copies provided. All panels should have matching keys. Otherwise, sets of four (4) keys will be required for each panel with a non-matching lock.
6. All panels shall be properly grounded.

## Notes of interest to bidders/winners:

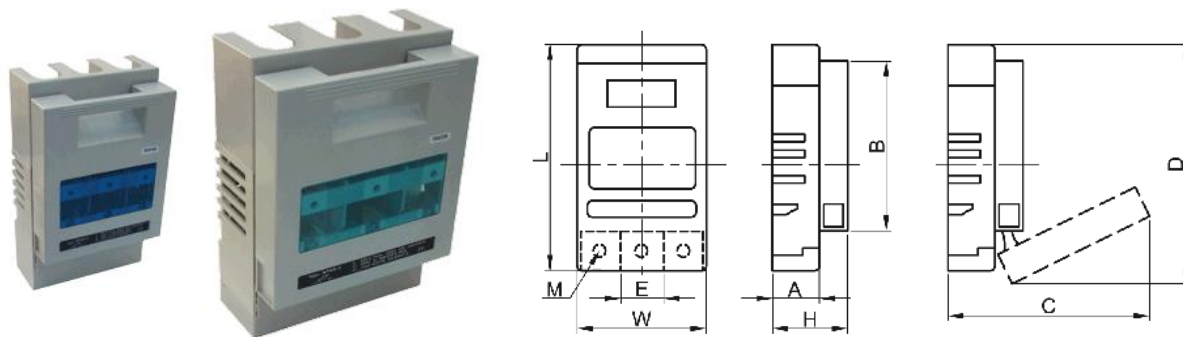
1. Conduits are already in place for some stretches between panels, generator room, and houses.  
(From G to E and from G to B or farther.)
  - a. Vendor should be prepared for some of these conduits to require repair or replacement during the work performed under this Project.
  - b. The USG will \*not\* provide a Contract Modification to supplement payment for any additional work needed, including materials. Original bid must include additional parts and labor for any needed repairs/replacement of existing conduit.
  - c. Bidders are strongly recommended to inspect existing conduit infrastructure prior to submitting bids.
  - d. USG will not be liable for the existing infrastructure—bidders must be aware that the conduits and connections already in place probably do not meet the standards in this Statement of Work and the winning bidder will be required to bring all existing infrastructure up to the same standard as in this Statement of Work.
2. “Proper depth” for burying of conduit is 60-80 cm below surface.
3. Residences noted with \* are to have all work done EXCEPT final connection to and work in the home. This final connection and installation in the house will be required, but the work may be delayed beyond completion of all other work.

Provided below are pictures of different types of AS Circuit Breakers (Compact or Modular compact circuit breakers) 400 or 630Amp, 3p, high quality, ABB, Siemens, Merlin Gerin, Telemecanique, Schneider, Square D, as samples of acceptable materials.



## Drawing #1 (Dwg.1)

Picture of Fuse disconnect device (ORS) 400 Amp.



## Drawing #2 (Dwg.2)

Panel is to be installed at a minimum height of 80 cm from the pad/ground. All installed panels must be from the same manufacturer, must have key locks (*matching keys preferred*) and must be properly grounded. Precise location of installation will be determined at site visit.

Connections will be made from generator housing to the following residences using distribution panels.

Guard Booth A-50 A-56 C-23 C-31 C-33 C-34\* C-36  
C-87 C-90 C-91 C-92 C-100 C-102 C-106

## Panels

Please refer to Drawings for reference.

## Panel A

1. Vendor will supply and install electrical power supply cable for underground use  $5 \times 240 \text{mm}^2$ , from generator room along the perimeter wall of International village to location marked on the drawing 4 (Dwg. 4) as letter "A." At this location vendor will install distribution panel "A."
2. Distance from generator room "G" to Distribution panel "A" is approximately 150 meters.
3. Electrical cable to be installed from location "G" to location "A" must be underground cable  $5 \times 240 \text{mm}^2$  or alternatively, five (5) **individual** conduits designed for underground use of section  $\phi 240 \text{mm}^2$  or rated for 400 Amps.
4. All cables will be installed in conduits at the proper depth and must be protected from damage and labeled with proper underground labeling warning tape.
  - a. Distribution panel "A" (DP-A) must consist of:
    - Copper Buss bars with dimensions  $30 \times 5 \text{mm}$ , for three phases, neutral and grounding.
    - Two (2) each 63 Amp, 3p, AS Circuit Breakers and Two (2) each  $3 \times 63 \text{Amp}$  Fuse disconnect devices
      - 1 connection to residence A-50
      - 1 Spare

- Set of Automatic circuit breakers 3x 32 Amps, B Type for Guard booth connection, marked in the drawing Dwg. 4 as (GB)
  - Multimeter
- b. From DP-A, vendor will run underground electrical cable 5x 25 mm<sup>2</sup>, to residence A-50, and complete all connections with transfer panel (63A-3p), in garage of residence A-50 (left side when you enter the garage). Exact location will be shown on the site visit.
  - c. Distance from DP-A up to transfer panel in the residence A-50 is 60 meters
  - d. Distance from DP-A to Guard Booth is 15 meters.

## **Panel B**

1. Vendor will supply and install electrical power supply cable for underground use 5x240mm<sup>2</sup>, from DP-A up to location B as marked in drawing 4 (Dwg4) as letter “B.” At this location vendor will install distribution panel “B.”
2. Distance from DP-A up to location “B” where Distribution Panel “B” (DP-B) will be supplied and installed is approximately 240 meters.
3. Electrical cable to be installed from location “A” to location “B” must be underground cable 5 x 240 mm<sup>2</sup> or five (5) individual conduits designed for underground use of section  $\phi$ 240 mm<sup>2</sup> or rated for 400 Amps.
4. All cables will be installed in conduits at the proper depth and must be protected from damage and labeled with proper underground labeling warning tape.
  - a. Distribution panel “B” (DP-B) must consist of:
    - Copper Buss bars with dimensions 30x5mm, for three phases, neutral and grounding.
    - Two (2) each 63 Amp, 3p, AS Circuit Breakers and two (2) each 3x63Amp Fuse disconnect devices
      - 1 connection to residence A-56
      - 1 Spare
    - Set of Automatic circuit breakers 3x32 Amps, B Type for Guard booth connection, marked in the drawing Dwg. 4 as (GB)
    - Multimeter
  - b. From DP-B, vendor will run underground electrical cable 5x25 mm<sup>2</sup>, to residence A-56, and complete all connection with transfer panel (63A-3p), in garage of residence A-56 (left side when you enter the garage). Exact location will be shown on the site visit.
  - c. Distance from DP-B up to transfer panel in the residence A-56 is 52 meters.

From DP-B up to location C in the Dwg.4 vendor is required to supply and install electrical power supply cable for underground use 5x240 mm<sup>2</sup>.

### **Panel C**

1. Vendor will supply and install electrical power supply cable for underground use 5x240 mm<sup>2</sup>, from DP-B up to location C as marked in drawing 4 (Dwg 4) as letter "C." At this location vendor it is required to supply and install Distribution panel "C".
2. Distance from DP-B up to location "C" where is required to be supplied and installed Distribution Panel "C" (DP-C) is approximately 160 meters.
3. Electrical cable to be installed from location "B" to location "C" must be underground cable 5 x 185 mm<sup>2</sup> or five (5) individual conduits designed for underground use of section  $\phi$ 185 mm<sup>2</sup> or rated for 350 Amps.
4. All cables must be installed in conduits in proper depth and must be protected and labeled with proper underground labeling warning tape.
  - a. Distribution panel "C" (DP-C) must consist of:
    - Copper Buss bars with dimensions (25x5)mm, for three phases, neutral and grounding.
    - One (1) each 315 Amp, 3p, AS Circuit Breaker to disconnect power to the whole panel
    - One (1) each 3x315 Amp Fuse disconnect device
    - Six (6) each 63 Amp, 3p, AS Circuit Breakers and Six (6) each 3x63Amp Fuse disconnect devices for connection to:
      - residence C-90
      - residence C-91
      - residence C-92
      - residence C-100
      - residence C-102
      - 1 Spare
    - Multimeter
  - b. From DP-C, vendor will run underground electrical cable 5x 16 mm<sup>2</sup>, to residence C-90, and complete all connections with Transfer panel (63A-3p), in garage of residence C-90 (left side when you enter the garage). Exact location will be shown on the site visit.
  - c. Distance from DP-C up to transfer panel in the residence C-90 is 60 meters
  - d. From DP-C, vendor will run underground electrical cable 5x 16 mm<sup>2</sup>, to residence C-91, and complete all connections with Transfer panel (63A-3p), in garage of residence C-91 (left side when you enter the garage). Exact location will be shown on the site visit.
  - e. Distance from DP-C up to transfer panel in the residence C-91 is 52 meters

- f. From DP-C, vendor will run underground electrical cable  $5 \times 16 \text{ mm}^2$ , to residence C-92, and complete all connections with Transfer panel (63A-3p), in garage of residence C-92 (left side when you enter the garage). Exact location will be shown on the site visit.
- g. Distance from DP-C up to transfer panel in the residence C-92 is 55 meters
- h. From DP-C, vendor will run underground electrical cable  $5 \times 25 \text{ mm}^2$ , to residence C-100, and complete all connections with Transfer panel (63A-3p), in garage of residence C-100 (left side when you enter the garage). Exact location will be shown on the site visit.
- i. Distance from DP-C up to transfer panel in the residence C-100 is 190 meters
- j. From DP-C, vendor will run underground electrical cable  $5 \times 25 \text{ mm}^2$ , to residence C-102, and complete all connections with Transfer panel (63A-3p), in garage of residence C-102 (left side when you enter the garage). Exact location will be shown on the site visit.
- k. Distance from DP-C up to transfer panel in the residence C-102 is 195 meters

#### **Panel D**

- 1. Vendor will supply and install electrical power supply cable for underground use  $5 \times 240 \text{ mm}^2$ , from generator room along the perimeter wall of International Village to location marked on the drawing 4 (Dwg 4) with letter "D." At this location vendor will install Distribution panel "D."
- 2. Distance from generator room "G" to Distribution panel "D" is approximately 155 meters.
- 3. Electrical cable to be installed from location "G" to location "D" must be underground cable  $5 \times 240 \text{ mm}^2$  or six (6) individual conduits designed for underground use of section  $\phi 240 \text{ mm}^2$  or rated for 400 Amps.
- 4. All cables must be installed in conduits at the proper depth and must be protected from damage and labeled with proper underground labeling warning tape.
  - a. Distribution panel "D" (DP-D) must consist of:
    - Copper Buss bars with dimensions  $30 \times 5 \text{ mm}$ , for three phases, neutral and grounding.
    - Six (6) each 63 Amp, 3p, AS Circuit Breakers and Six (6) each  $3 \times 63 \text{ Amp}$  Fuse disconnect devices for connection to:
      - residence C-31
      - residence C-33
      - residence C-34\*
      - residence C-36
      - 2 Spare
    - Multimeter

- l. From DP-D, vendor will run underground electrical cable 5x 25 mm<sup>2</sup>, to residence C-31 and complete all connections with transfer panel (63A-3p), in garage of residence C-31 (right side when you enter the garage). Exact location will be shown on the site visit.
- m. Distance from DP-D up to transfer panel in residence C-31 is 86 meters.
- n. From DP-D, vendor will run underground electrical cable 5x 25 mm<sup>2</sup>, to residence C-33 and complete all connections with transfer panel (63A-3p), in garage of residence C-33 (right side when you enter the garage). Exact location will be shown on the site visit.
- o. Distance from DP-D up to transfer panel in residence C-33 is 71 meters.
- p. From DP-D, vendor will run underground electrical cable 5x 25 mm<sup>2</sup>, to residence C-34\* and complete all connections with transfer panel (63A-3p), in garage of residence C-34\* (right side when you enter the garage). Exact location will be shown on the site visit.
- q. Distance from DP-D up to transfer panel in residence C-34\* is 86 meters.
- r. From DP-D, vendor will run underground electrical cable 5x 16 mm<sup>2</sup>, to residence C-36 and complete all connections with transfer panel (63A-3p), in garage of residence C-36 (right side when you enter the garage). Exact location will be shown on the site visit.
- s. Distance from DP-D to transfer panel in residence C-36 is 35 meters.

From DP-D up to location E in the Dwg. 4 vendor is required to supply and install electrical power supply cable for underground use 5x185 mm<sup>2</sup>.

#### **Panel E**

1. Vendor will supply and install electrical power supply cable for underground use 5x185 mm<sup>2</sup>, From DP-D to location "E" in the Dwg. 4. At this location vendor will install distribution panel "E."
1. Distance from DP-D up to location "E" to Distribution Panel "E" (DP-E) is approximately 120 meters.
  - a. Distribution panel "E" (DP-E) must consist of:
    - Copper Buss bars with dimensions 25x5mm, for three phases, neutral and grounding.
    - One (1) each 315 Amp, 3p, AS Circuit Breaker to disconnect power to the whole panel
    - One (1) each 3x315 Amp Fuse disconnect device
    - Four (4) each 63 Amp, 3p, AS Circuit Breakers and Four (4) 3x63Amp Fuse disconnect devices
      - 1 connection to residence C-23
      - 3 Spares
    - Multimeter

- b. From DP-E, vendor will run underground electrical cable 5x 16 mm<sup>2</sup>, to residence C-23 and complete all connections with Transfer panel (63A-3p), in garage of residence C-23 (right side when you enter the garage). Exact location it will be shown on the site visit.
- c. Distance from DP-E up to transfer panel in the residence C-23 is 35 meters.
- d. From DP-E up to location “H” in the Dwg.4 vendor is required to supply and install three (3) cable conduits of diameter  $\phi$  100mm, to bury them 60-80 cm below surface and leave them as spare conduit. Conduits will be installed to proper depth and shall be labeled and have all mandatory mechanical protections and warning tape.
- e. The distance from DP-E to location “H” is approximately 100 meters

From DP-E up to location F in the Dwg. 4 vendor is required to supply and install electrical power supply cable for underground use 5x150 mm<sup>2</sup>. NOTE: This will require drilling under the roadway without disturbing the roadway and installing sufficient high-quality conduit from one side to the other.

#### **Panel F**

1. From DP-E up to location “F” in the Dwg. 4 vendor is required to supply and install 5x150 mm<sup>2</sup> electrical power supply cable for underground use. At this location vendor will supply and install Distribution panel “F.”
2. Distance from DP-E up to location “F” where Distribution Panel “F” (DP-F) is to be supplied and installed is approximately 55 meters including a roadway.
  - a. Distribution panel “F” (DP-F) must consist of:
    - Copper Buss bars with dimensions 20x5mm, for three phases, neutral and grounding.
    - Five (5) each 63 Amp, 3p, AS Circuit Breakers and Five (5) each 3x63Amp Fuse disconnect devices for connection to:
      - Residence C-87
      - Residence C-106
      - 3 Spares
    - Multimeter
  - b. From DP-F, vendor will run underground electrical cable 5x 16 mm<sup>2</sup>, to residence C-87 and complete all connections with Transfer panel (63A-3p), in garage of residence C-87 (right side when you enter the garage). Exact location it will be shown on the site visit.
  - c. Distance from DP-F up to transfer panel in the residence C-87 is 60 meters.
  - d. From DP-F, vendor will run underground electrical cable 5x 25 mm<sup>2</sup>, to residence C-106 and complete all connections with Transfer panel (63A-3p), in garage of residence C-106 (right side when you enter the garage). Exact location it will be shown on the site visit.

- e. Distance from DP-F up to transfer panel in the residence C-106 is 110 meters.

### **Additional Conduits**

1. From DP-F up to location “J” in the Dwg. 4 vendor is required to supply and install two cabling conduits of diameter  $\phi$  100mm, to bury the conduits 60-80 cm and to leave them as ready to use. Conduits should be installed at the proper depth and will be labeled with all mandatory mechanical protections and warning tape.
2. Distance from DP-F to location “J” is approximately 70 meters.
3. From DP-F up to location “I” in the Dwg. 4 vendor is required to supply and install two cabling conduits of diameter  $\phi$  100mm, to bury the conduits 60-80 cm and to leave them as ready to use. Conduits should be installed at the proper depth and will be labeled with all mandatory mechanical protections and warning tape.
4. Distance from DP-F to location “I” is approximately 120 meters.

### **Part III - Installation of connections to individual residences (fourteen) and guard booth.**

1. USEP will provide transfer switches for installation in garages at each residence.
2. Vendor will install the transfer switch and connect it to existing main electrical panel in each residence.

### **Part IV – Supply and Install electrical connection to city power for Generator Room**

This installation includes supplying, installing and registering a power meter to provide power to the Generator Room and ATS. Vendor will provide underground quality electrical cable of 5x 25mm<sup>2</sup>. Power will be connected through existing International Village primary panel. Approximate distance from IV panel to Generator Room is 80 meters. Cabling conduit will be used to protect cable, and will be appropriately buried and labeled.

No changes will be made to this contract, once issued, without the approval of the USEP Contracting Officer, and with a properly executed change order, agreed to by winning bidder. No other changes will be allowed without prior approval of Contracting Officer or designated representative. If vendor believes changes are needed from the original plan, vendor will inform Contracting Officer or designated representative immediately, prior to proceeding.

Vendor will provide a full two-year (2 year) Warranty upon completion of the work (including all installed equipment.)

Vendor will be responsible to return all environment to original condition, and for repairing or replacing any damage occurring as result of his activities or his work, including surrounding sidewalks, walkways, streets, poles, other existing infrastructure (under or overground,) vehicles, or landscaping.



After completion of the project vendor will perform mandatory testing of installed infrastructure, including testing of grounding and lightning protection and all other mandatory electro-technical tests as per EU or DIN standards. Vendor will submit one copy of those tests and the results to COR.

Note: For this project Embassy (USEP) will provide only the generator with an ATS Automatic Transfer panel 630Amps, and ATS panels for the residences. All other materials requested, or needed for this project will be supplied from the vendor

All cables must be installed in conduits at the proper depth and must be protected, labeled and have warning tape for underground cabling.

Distances are approximate distances, in the field those distances may vary by +/-5%.

**Drawing#3, (Dwg.3)**

